

Bid Title: Safety Shoes, Continuing Supply

Bid No: BC-11-26-02-14

Opening Date: Tuesday, November 26, 2002 at 2:00 PM

Location: Leon County Purchasing Division, 2284 Miccosukee Road
Tallahassee, Florida 32308

INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No: BC-11-26-02-14
Board of County Commissioners
Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. If you are not submitting a bid but wish to remain on our bid list, please return the "Statement of No Bid" form and provide an explanation in detail where requested.
7. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 488-6949 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

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PURPOSE:

Leon County provides safety shoes to employees in those employment situations where hazards exist and where the wearing of such personal protective equipment would reasonably prevent or minimize injury to the employee. In order to meet the requirements of this policy, the County is issuing this bid to select vendors to provide safety shoes and boots on a continuing supply basis. Class specifications are provided and vendors may bid one or more shoes in each class. It is the intent of the County to provide employees with a choice of shoes within each class of shoes. Therefore, the County reserves the right to award one or more contract(s) after consideration of the reasonableness of prices, availability of product, and retail services.

BID DEADLINE:

Bid must be submitted no later than Tuesday, November 26, 2002 at 2:00 PM.

PRE-BID CONFERENCE:

No Pre-Bid Conference is scheduled.

BID INFORMATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Don Tobin or Keith Roberts at PHONE (850) 488-6949; FAX (850) 922-4084; E-mail keith@mail.co.leon.fl.us or tobind@mail.co.leon.fl.us. Written inquiries are preferred.

EXPLANATION TO BIDDERS:

Each Vendor shall examine the Bidding Documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the Owner for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The Owner will not be responsible for oral clarifications.

No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

PREPARATION AND SUBMISSION OF BID:

Each Vendor shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Vendor. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is recommended that prior to submission of any bid, the Leon County

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Purchasing Division be contacted at (850) 488-6949 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

MINORITY BUSINESS ENTERPRISE PARTICIPATION

It is the policy of the Leon County Board of County Commissioners to institute and maintain an effective Minority Business Enterprise Program. This program shall:

1. Eliminate any policies and/or procedural barriers that inhibit M/WBE participation in our procurement process.
2. Established goals designed to increase M/WBE utilization.
3. Provide increased levels of information and assistance available to M/WBEs.
4. Implement mechanisms and procedures for monitoring M/WBE compliance by prime contractors.

The successful bidder shall meet or exceed the following MBE participation levels for this project, except when the County Good Faith Committee approves an exception to any goal. *It is to be understood that this will be a contractual provision for this project.*

Composite Goal **26%**

For additional information regarding Leon County's Minority Business Enterprise Policy or any technical assistance, please contact Agatha Muse-Salters, Leon County M/WBE Coordinator, at (850) 488-7509; FAX (850) 487-0928; E-mail saltersa@mail.co.leon.fl.us. The M/WBE Office will provide a listing of certified M/WBEs available to assist bidder(s) in achieving the indicated goals.

Required as part of all bid submittals for this project, all bidders are required to complete an M/WBE Participation statement acknowledging the Leon County M/WBE policy, documenting any and all efforts made to obtain MBE/WBE participation, and the level of MBE/WBE participation achieved. In addition, non-MBE bidding firms unable to achieve the requested MBE/WBE participation percentage shall further demonstrate, through a statement of "good faith," that every reasonable effort has been made to achieve the requested percentage. Any "Good Faith Statement" provided by a bidder shall follow the requirements of the Florida Statutes for good faith. M/WBE firms must provide proof of their certification.

The Contractor shall establish a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every vendor submitting a bid on this invitation for bids must include a copy of the company's local business or occupational license or a written statement on letterhead indicating the reason no license exists. Leon County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Leon County, may also be required to obtain such a license by their own local government entity or by Leon County. For information specific to Leon County occupational licenses please call (850) 488-4735.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current

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registration with the Florida Secretary of State shall be submitted with the bid.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, in an amount of five percent (5%) of the bid price for purchases under \$250,000, and two percent (2%) of the bid price for purchases \$250,000 and above. The maximum cost differential shall not exceed \$20,000. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.
2. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.
3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

PAYMENT:

The County will make scheduled payments within thirty (30) days of submission and approval of invoice for services.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

INSURANCE:

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Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers' Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured will suffice.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 4. The Contractor's insurance shall apply separately to each insured against whom claims is made or

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suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

REJECTION OF BIDS:

The Owner reserves the right to reject any and/or all bids when such rejection is in the best interest of the Owner.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the contents of the bid form will be made public for the information of vendors and other interested parties who may be present either in person or by representative.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS:

The bid/proposal will be awarded as soon as possible to the lowest responsible bidder. The County reserves the right to waive any informality in bids/proposals and to award a bid/proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the intended award will be given by posting a Notice of Intended Award in the offices of the Purchasing

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Division, 2284 Miccosukee Road, Tallahassee, Florida 32308. Notice may also be given by telephone, by first class mail, or by certified United States mail, return receipt requested, whenever specified in the bid solicitation. A vendor may request, in their bid submittal, a copy of the Notice of Intended Award and/or bid tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

AGREEMENT:

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The vendor will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in

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the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

BID CHALLENGE:

Any bid award recommendation may be challenged on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing to the Purchasing Director within 72 hours (excluding weekends and holidays) after receipt of the intended recommendation of award. Challenger shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid challenge has been submitted. Failure to file a notice of intent of bid challenge or failure to file a formal written bid challenge shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments/divisions regarding the vendor complaint. At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of vendors and other interested parties, who may be present either in person or by representatives.

TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

PENALTIES:

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of

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bids or proposals, or the awarding of contracts.

6. Clear and convincing evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

WARRANTIES:

Bidder will warrant title to all goods sold and such warranty may not:

1. Be for a period less than five (5) years.
2. Limit the County's remedies under Chapter 672, Florida Statutes;
3. Exclude or modify a warranty of merchantability as provided for in Section 672.314, Florida Statutes; or
4. Exclude or modify a warranty of fitness as provided for in Section 672.315, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel

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or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

ETHICAL BUSINESS PRACTICES

- A. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Bidder's Certifications
- _____ Applicable Licenses/Registrations
- _____ Minority Business Enterprise Statement
- _____ Identical Tie Bid Statement
- _____ Completed Public Entity Crimes Statement

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TECHNICAL SPECIFICATIONS

PURPOSE:

Leon County provides safety shoes to employees in those employment situations where hazards exist and where the wearing of such personal protective equipment would reasonably prevent or minimize injury to the employee. In order to meet the requirements of this policy, the County is issuing this bid to select vendors to provide safety shoes and boots on a continuing supply basis. Class specifications are provided and vendors may bid one or more shoes in each class. It is the intent of the County to provide employees with a choice of shoes within each class of shoes. Therefore, the County reserves the right to award one or more contract(s) after consideration of the reasonableness of prices, availability of product, and retail services.

CONTRACT TERM

The contract will be for two years with three, one-year renewal options for a possible total of five years. After the initial two (2) year period, at the sole discretion of the County, the contract may be extended annually for three, additional one (1) year periods. Contractor must notify the County in writing of its desire to extend or not to extend this contract for each optional one (1) year period not later than thirty (30) days prior to the expiration date of the contract.

INVOICING OF SHOES:

The County will determine and pay a base amount toward the cost of the safety shoes for eligible employees. Shoes on the contract costing this amount or less shall be invoiced at the bid price. Should an employee wish to purchase safety shoes on the contract that cost above the County base amount, the vendor shall collect the difference from the employee and only invoice the County the base amount. Should any vendor sell and invoice the County for shoes not on the contract, the vendor shall be deemed to be in default and the contract terminated. Further, the County reserves the right to seek any legal remedy available and/or to seek legal prosecution, if applicable.

The County's commercial purchasing card (VISA) will be the primary means used to order services against the resultant contract. Therefore, unit prices offered by the bidder must include all fees and costs associated with the use of the purchasing card and the vendor must be able to process the transactions. Some offices may utilize blanket or field purchase orders and the vendor will invoice the appropriate department accordingly.

VENDOR'S REQUIREMENTS

All safety shoes shall be fitted, serviced, adjusted, and demonstrated to the satisfaction of the employee, and in perfect condition. Vendor will be responsible for the proper fitting of the shoes to the employee. Any discrepancies in sizing/fitting identified to the vendor within fourteen days of purchase shall be the responsibility of the vendor to provide resolution. It is the County's preference that the vendor's recommendations prevail. Should a difference of opinion arise between a vendor and an employee over the size, width, etc. of a shoe, the vendor shall make contact with the Risk Manager prior to allowing the employee to purchase shoes against a vendor's fitting recommendations. The Risk Manager shall mediate these discussions, and should an employee insist on purchasing a shoe against the vendor's recommendations, the employee will be responsible for any problems arising from the fit of the shoe. Vendor must be available for daily servicing of existing products through a local retail establishment qualified to meet the fitting and servicing specifications and requirements stated herein.

The retail outlet should be open and accessible to employees during normal business hours, have a visible display of the various types of safety shoes offered, and provide fitting and servicing within the facilities.

REQUIRED VENDOR INFORMATION

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Each bidder shall submit the following data:

1. Name and location of retail establishment(s) to provide services.
2. Bidder must include information on nearest factory authorized parts and service facility. Detail methods and procedures required to receive service.
3. Manufacturer and Model for each shoe type bid.
4. Vendors shall provide a brief summary of the operational environments best and least suited for each individual shoe. Additionally, vendors should provide care and maintenance information for each shoe type bid.
5. Vendors must furnish a copy of their shoe return policy including responsibility for shipping, limits on returns, time limits on returns, justification needed, etc.
6. Vendors must provide a copy of their policy on mis-matching sizes to get a proper shoe fit and the additional cost, if any, for that service.
7. A notarized statement that the Safety Shoes bid meet or exceed the specifications for the class. No exceptions to the specifications will be accepted.
8. The class, the shoe product number, manufacturer, price, and availability for each style shoe bid. Availability information is to be specified as in-stock or special order with the length of time for delivery provided. Ladies shoe sizes and cuts must be provided for each style shoe bid.

PRICING INSTRUCTIONS

Bidders may provide pricing on no more than five (5) different products in each class specified in the following section. For each shoe product bid, the vendor shall state on the Bid Worksheet the manufacturer; the model number and name, if applicable; whether it is available for men, women, or both; if the product is a stock or special order item; and the unit price.

SAFETY SHOE SPECIFICATIONS:

The County reserves the right to have final determination as to the specifications of the Safety Shoes. The following specifications represent the particular styles and hazard applications which are desired along with preferred construction features and materials. Vendors may exceed these specifications where improvements in construction and materials have been made.

All electrical hazard safety footwear must meet ANSI Z-41/1983 Class 75, and section 4 electrical hazard standard. All steel-toed or shielded-toe safety footwear must meet or exceed ANSI s-41/1983 Class 75 standards. All safety footwear with puncture resistant mid-soles shall meet or exceed ANSI Z41 section 4 and 5.

- | | |
|---------|---|
| Class A | Six (6) inch safety shoes with protective toe shield; tempered steel shank; cambrelle (or equivalent) vamp lining; full grained, oil tanned leather; cushion covered insole; padded leather collar (optional); top quality oil, chemical, and water slip resistant sole; water resistant. |
| Class B | Eight (8) inch electrical hazard boot (as defined by OSHA) with protective toe shield; full-grained, oil tanned leather; plastic shank; rolled top and/or padded top band (optional); cambrelle (or equivalent) vamp lining; cushion covered insole; top quality oil, chemical, and water slip resistant sole; water resistant. |

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- Class C Eight (8) inch safety shoes with protective toe shield; tempered steel shank; cambrelle (or equivalent) vamp lining; full grained, oil tanned leather, cushion covered insole; padded leather collar(optional); top quality oil, chemical, and water slip resistant sole; water resistant.
- Class D Twelve (12) inch pull on boot with protective toe shield, full grained, oil tanned leather; Cambrelle (or equivalent) vamp lining; inside arch lift (optional), all around sewn-on oil resistant, non-conductive, oil and chemical resistant, slip resistant sole; water resistant.
- Class E Oxford style safety shoe with protective toe shield; full grained, oil tanned leather; slip, oil, and water resistant sole; removable cushion insole; water resistant.
- Class F Athletic style high top and low cut safety shoe with protective toe guard; top quality oil, chemical, and water slip resistant sole; oil and heat resistant outsole; shock absorbing mid-sole; padded collar; soft, breathable vamp; shock absorbing, cushioned insole with arch support; full grained glove (soft) leather uppers; water resistant.

EVALUATION CRITERIA

The County will evaluate the products using the safety shoe specifications as outlined in this document as a baseline. The Leon County Safety Committee, which is comprised of a cross-section of employees, will be responsible for final evaluation of all submittals and reserves the right to request a field test of any product bid. Also to be reviewed are the retail location(s) and its service capabilities; warranty policy; and replacement and repair policies. The County reserves the right, and may make the determination in its sole discretion, to further evaluate products bid for comfort and quality.

Price consideration will be based upon the lowest cost shoe in each class meeting or exceeding specifications. The County will award contracts to those vendors meeting all other criteria specified herein for each shoe style that meets or exceeds the respective class specifications and is priced within 160% (one hundred sixty percent) of the lowest priced qualified shoe in the class.

PRICE INCREASES

After the initial two year period, at the discretion of the County, contract prices may be adjusted for each of the following annual periods. In no case will the County allow a price adjustment greater than the change in the Consumer Price Index (Urban) for the contract period of the agreement immediately preceding the extension.

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BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts
Purchasing Director

Dan Winchester
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	(Firm Name)
BY	_____
	(Authorized Representative)

	(Printed or Typed Name)
ADDRESS	_____

TELEPHONE	_____
FAX	_____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

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STATEMENT OF NO BID

We, the undersigned, have declined to bid on the above referenced bid for the following reasons:

- _____ We do not offer this service
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications
- _____ Others (Explain)

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name _____

Signature _____

Name (Print/Type) _____

Telephone No. _____

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BIDDER'S CERTIFICATIONS

The bidder certifies that:

1. The prices set forth in the bid have been arrived at independently without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
2. The prices set forth in the bid will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or competitor before the bid opening.
3. No attempt has been made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
4. I am duly authorized by the named contractor to execute the bid and associated documents intended to bind the contractor to the County as stated in those documents.
5. I have read and examined the solicitation in full and all attachments and addenda thereto, and that I have satisfied myself with respect to any questions I have regarding the solicitation.
6. If awarded the contract, the contractor will satisfactorily perform all work under that contract in strict accordance with its terms and conditions.

BY: _____
Authorized Signature

DATE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation.
(State or place of incorporation)

He/she is personally known to me or has produced _____ as
identification (type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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Serial Number, If Any

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**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County Commissioners

by _____

[print individual's name and title]

for _____

[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person

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or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 200__.

Personally known _____

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped
commissioned name of notary public

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Form PUR 7068 (Rev 06/11/92)

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MINORITY BUSINESS ENTERPRISE PROGRAM PARTICIPATION OF MBEs/WBEs

SECTION 1

Bidder _____

Please mark the correct statement.

- _____ Bidder is non-MBE/WBE and has no MBE participation. Please complete Sections 2 & 4.
_____ Bidder is non-MBE/WBE and has MBE participation. Please complete Sections 3 & 4.
_____ Bidder is certified/certifiable MBE/WBE. Please complete Section 4 and enclose copy of letter or other proof of certification.

SECTION 2

Please briefly describe efforts made to secure MBE/WBE participation for this bid (attach additional sheets as needed):

SECTION 3

Please list below the names of MBE vendors who will perform the indicated phases of work for the amounts shown. Bidder shall indicate whether subcontractor is Black (B) or Non-Black (NB). Attach additional sheets as necessary.

Name, Address, and Telephone Number of MBE Vendor	Type Material(s) Service(s) Supplied	Amount of Subcontract	Black (B) or Non-Black (NB)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

	Black	Non-Black
Total Value of MBE Participation:	\$ _____	\$ _____
Total Project Base Bid:	\$ _____	\$ _____
MBE Participation as % of Total Base Bid:	\$ _____	\$ _____

SECTION 4

The Bidder acknowledges the Leon County MBE policy and the provisions specified for this bid. If applicable, bidder certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate. In witness, hereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of

_____ A.D., 200____.

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Signed: _____ Title: _____

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IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

VENDOR'S SIGNATURE

TITLE

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**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - © Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

LOCAL VENDOR CERTIFICATION

Attachment # 3
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The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:		Phone:
Current Local Address:		Fax:
If the above address has been for less than six months, please provide the prior address.		
Length of time at this address		
Number of Employees and hours worked per week by each:		
Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary.		Percentage of Ownership
1.		
2.		

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____,

(Name of officer or agent, title of officer or agent)

(Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally known to me

(State or place of incorporation)

or has produced _____ as identification.

(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, if Any

Return Completed form with supporting documents to:

**Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308**

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